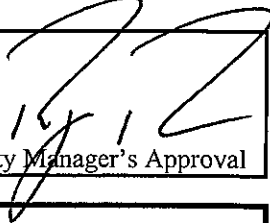




*Report to the
Auburn Urban
Development Authority*

Action Item 4 Agenda Item No.

 City Manager's Approval
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To: Chair and Board Members
From: Robert Richardson, Executive Director
Date: February 9, 2009
Subject: Bus Stop Funding Request by Chamber of Commerce

The Issue

Shall the Authority, by resolution, adopt the attached agreement to provide funding for the construction of a bus stop by the Chamber of Commerce?

Conclusion and Recommendation

That the Authority, by resolution, adopt the attached agreement to provide funding for the construction of a bus stop by the Chamber of Commerce.

Background

Last year, the 2008 Leadership Auburn Group constructed a seating area in the parking lot located at 875 High Street. This year's group has decided to build the adjacent bus stop that is planned at that location for the upcoming Streetscape Project. They would use the plans approved by the Board of Directors and would provide all necessary labor to complete the project. The Authority's role would be limited to funding.

Alternatives

1. Alter funding level
2. Deny funding

Fiscal Impact

The request is for \$5,900 in materials costs.

Attachment

Project Sponsorship Agreement

PROJECT SPONSORSHIP AGREEMENT
(Auburn Urban Development Authority / *Auburn Chamber of Commerce.*)

1. IDENTIFICATION

THIS PROJECT SPONSORSHIP AGREEMENT ("Agreement") is entered into by and between the Auburn Urban Development Authority, a California redevelopment agency ("Authority"), and the Auburn Chamber of Commerce ("Chamber").

2. RECITALS

- 2.1 Authority understands that beautification projects, and other similar efforts are beneficial to the residents of Auburn.
- 2.2 Authority has determined that it is in the best interest of the Authority to sponsor the activity proposed by Chamber as described in Chamber's Funding Request Letter dated February 3, 2009 ("Project Description")
- 2.3 Chamber represents that it is fully qualified to carry out the project by virtue of its experience and the training, education, and expertise of its members and agents.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Authority and Chamber agree as follows:

3. TERM

The term of this Agreement shall commence at 12:00 a.m. on February 10, 2009 and shall expire at 11:59 p.m. on June 30, 2009 unless extended by written agreement of the parties or terminated earlier as provided below.

4. CHAMBER'S SERVICES

Chamber shall implement the project substantially as described in the Project Description, attached hereto as Exhibit A. The Authority's obligation to provide funding under this Agreement is conditioned upon Chamber's implementation of the project substantially as described in the Project Description, which may be amended only with the Authority's written consent.

5. AUTHORITY SUPPORT

Authority shall pay Chamber \$5,900 to fund the project as described in the Project Description.

6. **REPORTS**

Chamber shall submit to the Authority Manager reports on the progress, planning, and financial status of the project promptly upon request.

7. **RELATIONSHIP OF PARTIES**

Chamber is, and shall at all times remain as to Authority, a wholly independent entity. Chamber shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise to act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Chamber or any of Chamber's employees, except as set forth in this Agreement. Chamber shall not represent that it is, or that any of its agents or employees are, in any manner employees of Authority.

8. **AUTHORITY'S NON-RESPONSIBILITY**

The materials to be purchased with the Authority funds provided hereunder shall not constitute Authority property, until accepted, in writing, by the Authority or City, and the Authority shall have no responsibility or liability for any harm that may come to any person or property as a result of the use of those funds for the purposes set forth in this Agreement.

9. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be sent to:

If to Authority

AUDA
125 Lincoln Way, Room 9
Auburn, CA 95603-5004
Attn: Authority Manager
Telephone: (530) 823-4211x192
Facsimile: (530) 823-4216

If to Chamber:

Auburn Chamber of Commerce
601 Lincoln Way
Auburn, CA 95603
Telephone: (530) 885-6516

With courtesy copy to:

Michael G. Colantuono
Auburn Authority Attorney
Colantuono & Levin, PC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

10. TERMINATION

- 10.1 Authority may terminate this Agreement for any reason on five calendar days' written notice to Chamber. Chamber may terminate this Agreement for any reason on sixty calendar days' written notice to Authority. Chamber agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
- 10.2 If Authority terminates this Agreement due to no fault or failure of performance by Chamber, then Chamber shall be paid based on costs actually incurred by Chamber in good faith reliance on the Authority's approval of this Agreement. In no event shall Chamber receive by virtue of this Agreement more than \$5,900.

11. GENERAL PROVISIONS

- 11.1 Chamber shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Authority's prior written consent.
- 11.2 In the performance of this Agreement, Chamber shall not discriminate against any event participant, volunteer, vendor, employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or on any other unlawful basis.
- 11.3 This instrument constitutes the entire Agreement between Authority and Chamber with respect to the Authority's sponsorship of the event described in Exhibit A. No other prior oral or written agreements are binding upon the parties. Amendments to this Agreement shall be effective only if made in writing and executed on behalf of both the Authority and Chamber.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"Authority"
Auburn Urban Development Authority

"Chamber"
Auburn Chamber of Commerce

By _____
Mike Holmes, Chairman

By: _____
Bruce Cosgrove, Executive Director

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By _____
Anne Cooley,
Deputy Authority Clerk

Date: _____

Approved as to form:

By _____
Michael G. Colantuono, Authority Attorney



Auburn Chamber of Commerce

Serving Auburn Since 1906

2009 OFFICERS AND DIRECTORS

EXECUTIVE COMMITTEE

Ann Rivero
President
Art Accents Gallery

Bill Radakovitz
President-Elect
Nancie's Records ~ Retired

Tony Hazarian
Vice-President
Auburn Journal, Publisher

Wayne Manning
Treasurer
Manning Consulting

Cindy Eklund
Past-President
Eklund Insurance & Financial Services

BOARD OF DIRECTORS

Steve Galyardt
Community 1st Bank

Dave Johnson
Keller Williams Realty

Monti Reynolds
Reynolds Maddox Law Group

Candace Roeder, Exec. Dir.
Seniors First

Richard Johnson
Retired - U.S. Forest Service

Bob Snyder
Snyder Sierra

Gary Moffat
Carpe Vino

Gary Capps
The Capps Group

Bill Wharton
Wharton Enterprises

Harvey Roper
Roper's Jewelers

Cathy Bianchi
Cathy's Catering

Richard Hall
Bottomline Lawyers

CHAMBER STAFF

Bruce Cosgrove
Chief Executive Officer

Fred Waters
Technology Admin.

Rita Dehart
Administrative Bookkeeper

February 3, 2009

Bob Richardson, City Manager
CITY OF AUBURN
1225 Lincoln Way
Auburn, CA 95603

Re: Leadership Auburn Class Project
Letter of Authorization / Funding Request "Streetscape Project"

Dear Bob and City Council,

The Leadership Auburn Class of 2009 would like to formally request authorization along with a funding allocation for the Auburn Streetscape "Kiosk" designed for construction in the City Parking Lot located across from Bank of America on High Street.

This element of Auburn Streetscape will be constructed as an organized community leadership class project similar to the approach last year when our Leadership Class constructed the public seating area in the same parking lot. We value and appreciate the opportunity to directly participate with a project that will provide long term benefits to our City and community.

Leadership Auburn and the Auburn Chamber of Commerce Foundation recognize the importance of the Auburn Streetscape Project, and we would like to construct this "Kiosk" element for the City and community of Auburn. The offer to construct is consistent with previous Chamber construction involvement with the Rose Room, the Clock Tower, the Community Billboard at Maple Street and I-80, and the Mining Structure Sign Monument leading into Auburn on I-80.

The Auburn Chamber of Commerce, Chamber of Commerce Foundation, and Leadership Auburn Class would like the City of Auburn to provide the necessary funding required for the project. The funds required (*see Streetscape Project Budget attached*) to complete this project will be significantly reduced as a result of the qualified volunteer labor who have made a commitment to make this project a reality.

Thank you for your consideration of our Leadership Auburn Class request to participate, again this year, by completing this element of Auburn Streetscape.

Sincerely,

AUBURN CHAMBER OF COMMERCE
AUBURN CHAMBER OF COMMERCE FOUNDATION

Ann Rivero, President

Bruce L. Cosgrove, CEO

601 LINCOLN WAY AUBURN, CALIFORNIA 95603 530/885-5616 FAX 530/885-5854

Email: info@auburnchamber.net

www.auburnchamber.net

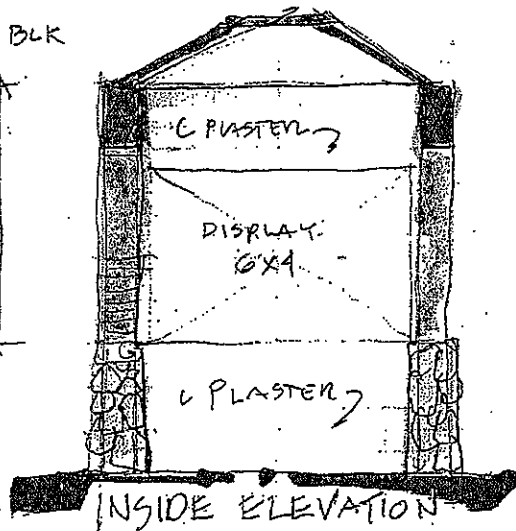
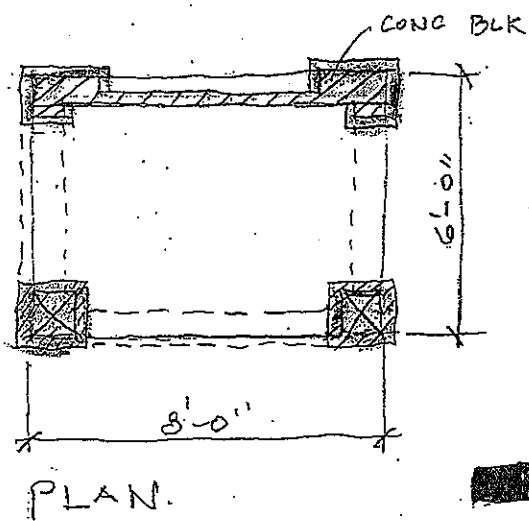
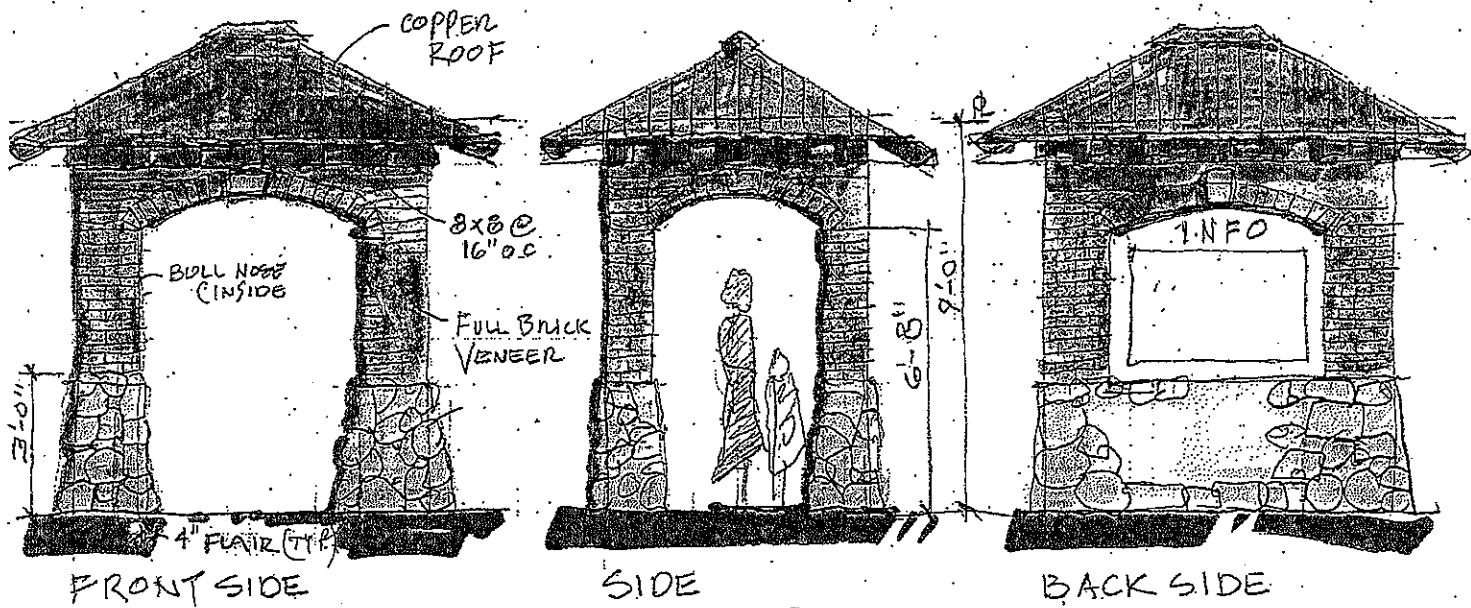



Auburn Streetscape Project Budget

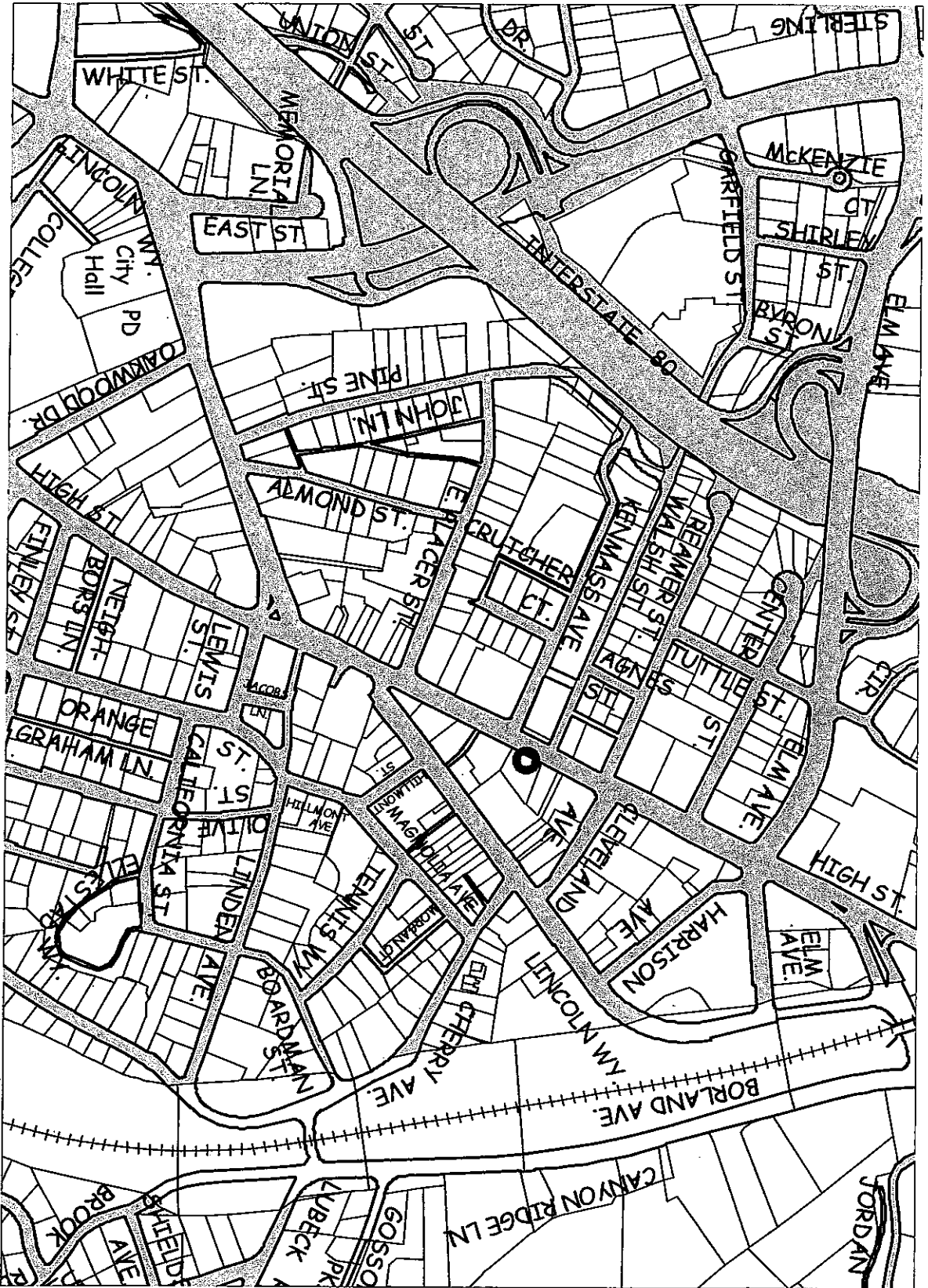
"Kiosk" designed for construction in the City Parking Lot located across from
Bank of America on High Street
Leadership Auburn Class Project 2009

Foundation Materials	\$ 400.
Framing & Construction Materials	500.
Rock / Mortar	3,000.
Roof (Copper Construction)	1,200.
Contingency Fund	<u>800.</u>
Total Project Costs (Estimated)	\$5,900.

Note: All building materials will meet design specifications of the Auburn Streetscape Project; Kiosk project to be constructed as designed and specified by City of Auburn.




MICHAEL KENT MURPHY
 ARCHITECT © 07



● Site Location - 875 High Street

